

TERMS OF SALE

Art.1 General Conditions.

1.1 Supply and contractual relations between the vendor, Logika Control S.r.l., and the purchaser are governed by these general terms, which are assumed to be known to the purchaser as they are published on the website www.logikacontrol.it.

1.2 Commercial correspondence printed from computer systems (e.g. order confirmations, invoices, credit notes, requests for payment, bank statements) has legal effect, even without signature.

1.3 Any exceptions or additions to these general terms (which are established as specific conditions for sale) must be agreed in writing by the parties and are deemed to have been accepted by the vendor only if they are noted in the order confirmation. In the event of conflict with the general terms, the specific conditions prevail.

1.4 These general terms are also valid for international sales. It is agreed that any reference to terms of delivery (such as EXW, FCA, etc.) are understood to be made with respect to the INCOTERMS term, published by the International Chamber of Commerce, in the version in effect at the time of the drawing up of the contract.

Art.2 Orders.

Orders, as well as any subsequent changes or additions to these, are deemed to have been accepted by the vendor only if confirmed in writing, including via email, on the so-called "order confirmation".

Art.3 Quantity and characteristics of the product

3.1 Upon delivery, surpluses and shortages of products not exceeding 5% of the quantity ordered are deemed acceptable, subject to the payment obligation of the purchaser for the goods actually delivered (even in surplus).

3.2 In the event that the products are manufactured according to the design of the vendor, these will conform to the technical design specifications provided by the purchaser or provided by the vendor and expressly accepted by the purchaser himself.

Art.4 Prices and payment.

4.1 The prices of products and services rendered and the method of payment are strictly those indicated in the order confirmation (subject to that which is indicated below in point 4.2).

4.2 If, before delivery, there should be changes equal to or greater than 5% of the cost of components of the ordered product, then the vendor reserves the right to alter the prices agreed in the order confirmation by the same percentage as that of the changes to the product.

4.3 The prices are agreed 'ex works' at the head office of the vendor in Nova Milanese, via Garibaldi n.83/A.

4.4 The terms of payment are binding. In the event of late payment, interest on late payment under the terms and to the extent provided by D.L. 231/2002 will be due; the vendor will have the right to suspend any remaining deliveries or to consider the contract to be legally terminated under art. 1456 of the Civil Code (upon delivery of written notice to the purchaser).

4.5 Where the parties have agreed on advance payment, the advance applies to the total price and timely payment will be the condition on which the products will be delivered.

4.6 Payments must be made at the registered office of the vendor (which, for such purposes, may also be understood as the bank indicated by Logika Control srl), which constitutes the seat of operations for all legal purposes; any expenses connected to payment (such as bank fees) will be borne by the purchaser.

4.7 In the case of payment by instalments, any missed payments, even a single instalment, will result in the use of the acceleration clause for the purchaser pursuant to and to the effect of that stated under art. 1186 of the Civil Code, with the exception of the right to claim damages.

4.8 In the event of sale according to art. 1523 et seq. of the Civil Code, agreed and stated in the order confirmation, the vendor reserves ownership of the products until payment of the sale price has been made in full.

4.9 If the parties have agreed payment by means of documentary credit, the purchaser must, unless agreed otherwise, ensure that the vendor is issued with a documentary credit by a major Italian bank (approved by the vendor), subject to the uniform customs and practice for documentary credits published by the International Chamber of Commerce, and notified of this at least 15 days before the agreed delivery date. Unless agreed otherwise, the documentary credit will be payable on demand and allow partial deliveries. The timely issuing and notification of the documentary credit are the conditions on which the product will be delivered.

4.10 If the parties should agree to payment against documents, unless agreed otherwise, payment will be made against the presentation of the agreed documents in accordance with the uniform rules for collections, published by the International Chamber of Commerce.

4.11 Where the parties have agreed that payment should be accompanied by a bank guarantee, the purchaser must make available, at least 15 days before the agreed delivery date, a first demand bank guarantee subject to uniform rules for demand guarantees published by the International Chamber of Commerce, or a standby letter of credit subject to the aforementioned rules or to the uniform customs and practice for documentary credit, published by the International Chamber of Commerce, issued in both cases by a major Italian bank which has been approved by the vendor.

The timely delivery of the letter of guarantee or standby letter of credit is the condition on which the product will be delivered.

Art.5 Terms of delivery and dispatch.

5.1 Where the order and its relative order confirmation specify a delivery date, this is deemed to be approximate.

5.2 Deliveries are made according to the deadlines agreed depending on the programming requirements of the vendor's production cycle, as well as the sourcing of the primary materials from the national and international market; therefore, the purchaser cannot refuse, even if not foreseen, split deliveries.

5.3 In particular, interruptions to production due to strike action, boycotts, fire, civil unrest, excessive fluctuation of the US dollar and any other forces majeures exempt the vendor from the obligations to meet the delivery date, without granting the purchaser the right to cancel the order or to claim damages.

5.4 The terms of delivery begin after the effective and comprehensive communication of all necessary technical information for the preparation of the order and any possible design; the aforementioned terms will be considered to be automatically extended by any period necessary for the vendor to acquire and process information and explanations for both the development of the project and the production of that which has been ordered and possibly rearranged.

5.5 The goods are dispatched and are always carried at the risk of the purchaser and any fees and expenses are incurred by the same; delivery is scheduled 'ex works' (or EXW in accordance with the valid INCOTERMS) in Nova Milanese, the head office of the vendor.

Art.6 Guarantees and third-party rights.

6.1 The vendor guarantees the purchaser that the products are free from manufacturing or design faults that might render them unsuitable for the use stated by the purchaser and/or the use for which they are intended in reference to the technical documentation supplied by the purchaser and/or provided by the vendor during the design stage. In order to take full advantage of this guarantee, the purchaser must claim against the detected faults from the vendor in writing within 8 (eight) days of their discovery, also sending any possible available information and documents and/or the notification of any assignee.

6.2 The vendor also guarantees the proper functioning and the quality of the products and their conformity to the order. In order to take full advantage of this guarantee, the purchaser must claim against the detected faults from the vendor in writing within 30 (thirty) days of their discovery, also sending any possible available information and documents and/or the notification of any assignee.

6.3 The vendor will be exempt from the guarantees provided in the two previous points in the event of the failure of the purchaser (or his assignee) to observe the recommendations and instructions for use indicated in the technical documentation supplied by the vendor and/or in the event of misuse of the products and/or in the event of modification or alteration or tampering to the products by anyone after delivery.

6.4 The action to enforce the guarantees provided in points 6.1 and 6.2 will expire twenty four months after the delivery date of the product indicated in the relevant delivery documentation.

6.5 The guarantee is limited to the replacement and/or repair of the products that are recognised as defective by the vendor, carried out only at the main office of the vendor; the guarantee for electromechanical parts is supplied by the vendor within the limits indicated in the vendor's technical specifications, provided at latest upon delivery of the goods. The purchaser and/or his assignee has no right to claim for any damages, whether direct or indirect.

6.6 Even in the event of a claim against faults, the purchaser is, in any case, obliged to complete payment as per the order confirmation of the vendor.

6.7 The purchaser will inform the vendor of any possible claim or action made against the same purchaser by his clients or by third parties regarding a delivered product and not more than 8 days after he has been made aware of such situation.

6.8 In the case of claims for the breach of the industrial rights of third parties (patents, trademarks, know-how, utility models and ornaments, etc.), the vendor is only liable for wilful misconduct or gross negligence, even for the manufacture of products designed by the vendor; with the express acceptance of the project and the subsequent sampling, the purchaser assumes full liability for any possible breaches of third-party rights.

Art.7 Jurisdiction and applicable law.

7.1 All disputes arising from the interpretation, execution, validity or termination of these terms of sale and individual supply contracts, even for international sales, will fall under the exclusive jurisdiction of the Court of Monza (MI).

7.2 The applicable law to this contract, even for international sales, is Italian law.